TERMS AND CONDITIONS FOR STANDARD BERTHING, MOORING AND/OR STORAGE ASHORE LICENCE FOR VESSELS AT BOSWORTH MARINA

1. In these conditions, “the Company” shall mean Bosworth Marina Limited. The expression “Owner” shall mean the owner or owners of the vessel including a Charterer, Master or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.
2. Berths (including those occupied by vessels on the Company’s marina or premises or facilities for servicing, overhauling or repair) shall be licensed for the periods from time to time published by the Company at its marina or premises and charges therefore will be calculated by reference to the Company’s published list of charges ruling at the commencement of the licence.
3. Mooring fees are payable strictly in advance. Payment shall be made in full by the Owner on receipt of an invoice from the Company. A bond of £200 is payable on reserving a berth. This bond will be deducted from the first mooring payment. Any berth booking not fulfilled within 1 month is deemed nul and void, the berth will be reallocated and deposits paid will not be returned.
3(a) To moor at Bosworth Marina the vessel must have a current C&RT licence, a current Boat Safety Certificate (BSS) and the vessel must be currently insured. If any one of these 3 stipulations are not met the boat will not be granted permission to moor Bosworth Marina. The Marina will require a copy of each current document. If, whilst moored at Bosworth Marina, any 1 of the 3 stipulations expires and is not current, you will be asked to vacate the Marina.
4. No warranty or representation is expressed or implied by the Company of the suitability of the berth for the vessel or of any berth, structure, gear or other facility provided under the terms of this licence agreement by the Company.
5. A refundable deposit will be required for any security key or card issued, out of which the Company reserves the right to deduct any amounts due to the Company. The key must not be transferred or loaned to any other person, and security access codes must not be disclosed.
6. No part of the Company’s marina or premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes without prior written consent by the Company.
7. The Company shall not be liable for any loss or damage caused by any event or circumstance beyond its reasonable control (such as extreme weather conditions, the actions of third parties not employed by it or any defect in any part of a customer’s or third party’s vessel); this extends to loss or damage to vessels, gear, equipment or other goods left with it for repair or storage, and harm to persons entering the premises or the marina and/or using any facilities or equipment.
8 (a) All vessels and vehicles in or on the Company’s marina or premises may be moved by the Company to any other part of the same marina or premises without notice.
(b) The Company shall not be liable whether in contract, tort or otherwise, for any loss (including consequential loss), theft, or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the Owner except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.
(c) The Owner shall indemnify the Company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner’s vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.
9. The Owner’s vessel, gear, equipment or goods are at the Owner’s own risk and they should ensure that they have appropriate insurance against all relevant risks. The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, in a sum of not less than £2,000,000.00 in respect of each accident or damage and in respect of each vessel. Such insurance shall be effected and maintained in an insurance office of repute and the Owner shall produce the policy or policies relating thereto to the Company on demand.
10. Water levels are not guaranteed and it is the Owner’s responsibility to ensure the boat is secured in such a way as to cope with fluctuations in water level.
11. Within seven days of any sale, transfer or mortgage of any vessel which is subject to a current licence granted to the Owner by the Company subject to these conditions the Owner shall notify the Company of the name and address of the purchaser, transferee or mortgagee as the case may be. The Owner must also notify the Company immediately in writing of any change in the name of the vessel or a change in the address, telephone number or other personal details of the Owner.
This agreement may be terminated by either party on 12 weeks written notification. Upon notice the Company shall prepare a final account of all sums owed by the Owner in respect of services or

facilities used up to the intended date of departure of the vessel. The Company shall not be obliged to refund the Owner in respect of the monies paid in advance for the unexpired period of a Licence Term.
12. No work shall be done to the vessel whilst at the marina (unless with the prior consent of the Company, which may be withheld at its sole discretion) other than minor running repairs or minor maintenance of a routine nature, not causing any nuisance or annoyance to any other users of the marina or any other person residing in the vicinity. The Company also retains the right to refuse access to an owner's chosen engineer who may be contracted to carry out such works. Further other work to the vessel including but not limited to external sanding, angle grinding, welding, internal refits, spray painting and the like may not be carried out within the marina except with the Company's consent. Before any such work is carried out the Owner must ensure that a risk assessment and method statement each acceptable to Bosworth Marina Limited and a copy of the Owner or Contractor's (as the case may be) Third Party Liability Insurance Policy is provided to the Company. Any engineer visiting the site must sign in and out and provide a valid certificate of public liability insurance.
13. The Company has the right to exercise a general lien upon any vessel and/or other property of the vessel's Owner whilst in or on the marina or until such time as any money due to the Company in respect of the vessel and/or other such property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise shall be paid.
14(a) The Company shall have the right (without prejudice to any other rights in respect of breaches of these conditions by the Owner) to terminate the licence granted to the Owner in the following manner in the event of any breach by the Owner of these conditions or of any failure by the Owner to make any payment due to the Company. If the breach is capable of remedy or the Owner has failed to make any such payment the Company may serve notice of the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days. If the Owner fails to remedy such breach or pay the amount due within 14 days, or if the breach is not capable of remedy, the Company may serve notice on the Owner specifying the breach or failure to pay (when not already specified) terminating the licence and requiring him to remove the vessel within 28 days, at the expiration of which the Owner shall pay any amounts due together with any charges and remove the vessel and any other property of his from the Company's Marina and Premises. The Owner shall not be entitled to a refund in respect of the unexpired portion of the licence fee.
(b) If the Owner fails to remove the vessel on termination of the licence (whether under this condition or otherwise) the Company shall be entitled to charge the Owner with the rental which would have been payable by the Owner to the Company if the licence had not been terminated for the period between termination of the licence and removal of the vessel from the marina at the Owners risk (save in respect of loss or damage by the Company's negligence during such removal) and to remove the vessel from the Marina and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fees.
15. In all cases where a contract of hire or licence to occupy any moorings, berth, storage space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Owner or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Owner or to the principal place of business of the Company.
16. No vessel when entering or leaving or manoeuvring in the marina, shall be navigated at such a speed or in such a manner as to endanger or inconvenient other vessels in the moorings. Vessels are at all times subject to the speed restriction and byelaws of The Canal and River Trust.
17 (a) No noisy, noxious or objectionable engines, radio or other apparatus or machinery shall be operated within the marina so as to cause any nuisance or annoyance to the Company, to any other users of the marina or to any person residing in the vicinity.
(b) No form of abuse (verbal or physical) towards staff or other boaters will be tolerated. Any instances of abuse will result in immediate termination of mooring contract.
18. No person shall use, carry or display any item within the Marina, which may cause a hazard, injury or offence to the Company or any other person. The Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Any determination of such item(s) will be at the sole discretion of the Company.
19. No refuse shall be thrown overboard, left on the jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the marina and at no time shall bilge water be discharged at any time into the Marina.
20. Within the perimeter of the marina the Owner shall keep all dogs on a lead and under control at all

times. No fouling of jetties, car parks and other areas of the marina shall be permitted and must be removed immediately.
21. No fishing is allowed in any part of the Marina.
22. Owners and their crew are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the Company. All vehicles must be Taxed, Insured and have an MOT. Each vessel shall have the use of one free car parking space.
23. No items of boats gear, fittings or equipment, supplies, stores or the like shall be left upon the jetties or car parks.
24. Cabin tops should be kept clear of surplus equipment not necessary for the navigation of the vessel, i.e., logs, bikes, solid fuel, rubbish etc.
25. The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the offices of the Company. The Owner shall provide and maintain fire-fighting equipment as required under the terms of the Boat Safety Scheme and relevant to the size of vessel for immediate use in case of fire.
26. The physical layout of every Marina and the varying needs and obligations of the Company and its customers requires that the Company retains absolute control of berth allocation within the marina and premises. Accordingly, the Owner shall not be entitled to the exclusive use of any particular berth but shall use such berth as is from time to time allocated to him by the Company. The Company reserves the right to take such steps as necessary to your vessel including moving it if in the Company's reasonable opinion is necessary to do so for the purposes of attempting to avoid damage to your vessel or any other vessel in the marina and/or ensure the safety of users of the marina and/or ensure the safety of Bosworth Marina Limited, its premises, plant or equipment.
27. The Owner shall immediately inform the Company of any spillage of oil, paint or any other pollutant into the marina water space and must also immediately take all reasonably practical steps to minimise the spread of the pollutant and warn other users of the Marina of the problem. The costs associated with any clean-up operation may be charged to the Owner.
28. Laundry may not be hung anywhere in the Marina other than in an area which is specifically designated for the hanging of laundry if any. Any laundry hung on your Vessel must not be visible to other users of the Marina.
29. Moderately sized television aerials, satellite dishes and wind generators are permitted on your vessel at the Marina, however you must make every effort to ensure that they are erected in a manner that makes them as inconspicuous as their design allows.
30. Nothing in the licence shall entitle an Owner to the exclusive use of any particular berth.
31. All persons using any part of the Marina for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the marina was caused by or resulted from the Company's negligence or deliberate act of those for whom the Company is responsible. Children under the age of 12 must be accompanied in any part of the marina and premises. A life jacket must be worn around the water area. Parents/guardians shall be solely responsible for the child's safety.
32. Any vessels or other goods left at the Company's marina or premises are subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on the Company as Bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the Company has given notice to the Owner or has taken responsible steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Company is not a Bailee are left at the Company's marina or premises. Any obligation of the Company towards vessels or goods left at its marina or premises ends upon the expiry or lawful termination of the grant to the Owner of facilities in respect of such vessels or goods left at its marina or premises without its consent save in so far as such loss or damage is caused by the negligence of the Company or those for whom the Company is responsible.
33. If in the Company's opinion such be necessary for the safety of the vessel or for the safety of other users of the marina or premises or for their vessels or for the safety of the Company's marina, premises, plant or equipment, the Company shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, reberthing,movement, boarding, entering or emergency work arises from the negligence of the Company or those for whom the Company is responsible, the Company's reasonable charges therefore shall be paid by the Owner.
34(a) The Company shall have the right by notice in writing to the Owner forthwith to terminate this licence if at any time the Company's marina or premises shall be so damaged impeded or interfered

with by ‘Force Majeure’ (as hereinafter defined) as to render it likely that the Company will be unable to continue to provide a berth or mooring in accordance with the licence entered into between the Company and the Owner.
(b) In this clause ‘Force Majeure’ means any event or circumstance (whether arising from natural causes human agency or otherwise) beyond the control of the Company including extreme weather conditions, riots, civil commotion, aircraft, fire, breakdown or war.
35. The Company shall have the right to terminate this licence on 90 days written notice in the event that development of the marina or any other works shall result in a changed layout and/or any reduction and/or alteration of the number and/or location of the berths available at the marina.
In the event of such termination by the Company as aforesaid the Company shall refund to the Owner the unexpired portion of the licence fee being the total fee paid less any charges at the appropriate rate for the expired portion.
36. The benefit of this agreement is personal to the Owner(s) and may not be assigned without the prior written consent of the Company.
The service charge for the provision and maintenance of the electrical infrastructure to your berth is included within the mooring fees and is therefore payable whether you wish to make use of the electricity supply or not. Cards for use of the electricity supply may be obtained from the Company’s office at the Marina. The maximum available load is 16 amps.
The Company currently provides a laundry room. The Owner may use the washing machine and dryer on payment of the charge indicated from time to time by the Company. Tokens for use of the equipment may be obtained from the marina reception.
Where more than one person is named on the Booking Form as an Owner their obligations under the Mooring Licence and these Terms and Conditions are joint and several.
37. If any part of these Terms and Conditions are held by a Court of competent jurisdiction to be invalid or unenforceable the validity and enforceability of the remaining provisions shall not be affected.
38. These Terms and Conditions as amended and/or supplemented from time to time by the Company together with the Booking Form constitute the entire agreement understanding between the Owner(s) and the Company and shall supersede any previous representations or agreement(s) between the parties in relation to the mooring of the vessel and the use of the Marina and its facilities.
39. No person other than a contracting party may enforce the provisions of this Licence by virtue of the Contracts (Rights of Third Parties) Act 1999.
40. Any notice given or invoice to be delivered in accordance with these Terms and Conditions shall be emailed.
41. The rights granted under this Licence to moor the vessel at the marina shall be as Licensee only.
Bosworth Marina Limited holds the information supplied by you on the Application for Mooring Form. Bosworth Marina uses your personal data for the purposes of administration of your mooring booking. Your personal data is held securely and will never be shared with other parties, unless we are required to do so by law. Financial data may be held for 7 years for accounting purposes.
You agree that the Company may keep information it has about you, your contractors and any other owner or user of the vessel on computer or in paper file.
42. This Licence and the Terms and Conditions shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the Courts of England Wales.
43. No Vessel shall be offered for sale or sold by the owner whilst it is moored in the Marina except through Bosworth Boat Sales operated through the office and subject to their current terms and conditions.
44.Owners are required to give 1 months notice of intention to vacate a berth prior to the termination of their existing contract.

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